

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **DR5062**Due Date: **05/18/05 at 2:00 P.M.**

Date Sent: April 28, 2005

Goods and services to be

AUTOMATED WEATHER OBSERVATION SYSTEMS FOR THE DEPARTMENT OF TRANSPORTATION**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: DR5062

Due Date: 05/18/05

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	3	EACH	THREE (3) EACH AUTOMATED WEATHER OBSERVATION SYSTEMS PER ATTACHED SPECIFICATIONS	\$	\$
WITH TECHNICAL QUESTIONS OR FOR CLARIFICATION PLEASE CONTACT PAUL ROTTMANN AT 801-965-4078.					
WITH PURCHASING QUESTIONS OR FOR CLARIFICATION PLEASE CONTACT DAN REISNER AT 801-538-3216.					

REFERENCE RX: 810 56000000171					

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

STATE OF UTAH
DEPARTMENT OF TRANSPORTATION
ATTACHMENT B: SPECIFICATIONS AND CONDITIONS
Automated Weather Observation Systems (AWOS III)

PART I.

The purpose of this Invitation to Bid (ITB) is to make a one time procurement of three (3) each automated weather observation systems (AWOS III), to include delivery, installation and ground inspection.

Note: All inquiries pertaining to this bid must be in writing and directed, via e-mail (prottmann@utah.gov) or fax (801-965-4818) to Paul Rottmann, UDOT Purchasing Agent.

PART II: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification to be the latest improved model in current production, as offered to commercial trade, and to be of quality workmanship and material. The bidder represents that all equipment offered under this specification is new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE. Exceptions to this include the existing pad and tower.
2. Bidder shall submit, in duplicate, the latest detailed specifications on equipment the bidder proposes to furnish. Failure to provide and comply with submitted specifications will result in bid being declared non-responsive.
3. The units shall be completely assembled, adjusted and inspected, and all equipment, including standard and supplemental equipment, shall be installed and the unit made ready for continuous operation before delivery is complete. All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation, or which are normally furnished as the vendor's standard equipment shall be furnished. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry. The unit(s) provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect to the accepted standards of the industry.
4. It is the intent of State of Utah to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, State of Utah need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
5. We encourage manufacturers to adopt the International Organization for Standardization (ISO) 9001-9004 standards, technically equivalent to the American National Standards Institute/American Society for Quality Control. Adopting and implementing these standards is considered beneficial to the manufacturer, State of Utah, and the environment. It is State of Utah's position that the total quality management concepts contained within these standards

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Automated Weather Observation Systems (AWOS III)

can result in reduced production costs, higher quality products, and more efficient use of energy and natural resources. Manufacturers should note that future revisions to this specification might require ISO certification.

6. Wherever in this document an item is defined by using a trade name or name and number of a manufacture or vendor, it is intended that the words, "or pre-approved equal" apply. A reference, in these specifications to a particular product is made only for purpose of clarification of the minimum acceptable standards. "Or pre-approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed.

PART III: DETAIL SPECIFICATIONS

1. **SCOPE:** This specification describes an AWOS III system that meets or exceeds the specifications of the FAA as listed in Advisory Circular 150/5220-16, Automated Weather Observing Systems (AWOS) for Non-Federal Applications, latest revision prior to bid opening.

1.1 Example: Vaisala AWOS III

2. **NOTICE TO BIDDER:** Any example shown is listed to show type and class of equipment desired. Bidder is cautioned to read the specification carefully, as there may be special requirements not commonly offered by the equipment manufacturer. **DO NOT ASSUME YOUR STANDARD EQUIPMENT MEETS ALL DETAILED SPECIFICATIONS MERELY BECAUSE IT IS LISTED AS AN EXAMPLE.** Bidder is cautioned that units delivered to the delivery points, which do not meet specifications in every aspect, will not be accepted.

2.1 Remove and legally dispose of old equipment that is being replaced.

2.2 The three existing AWOS sites and the associated frequencies are:

- (a) Blanding, Utah / 127.75
- (b) Delta, Utah / 127.75
- (c) Brigham City, Utah / 135.075

2.3 The AWOS III systems are required to have FAA Certified Ultra-Sonic Wind Sensors.

2.4 Each AWOS III system shall include a new VHF transmitter, antenna and associated wiring.

2.5 Each AWOS III system shall be configured to accept the telephone line at the existing AWOS site, and permit the user access to the voice message via the public telephone system.

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2.6 Use of the existing tower(s) as part of the installation of the new AWOS system is acceptable.

2.7 Upon completion of each AWOS installation, the Contractor shall assure that an acceptance inspection with the appropriate FAA, Non-Federal Navigational Aids Coordinator, is completed.

3. **MANUAL(S):** One copy each of an illustrated parts book, operator's manual and service manual shall be delivered with each unit.

PART IV, PARTS AND SERVICE:

The manufacturer of the furnished equipment shall have factory-trained personnel available for warranty repairs and the performance of service.

PART V: DELIVERY, ACCEPTANCE AND WARRANTY

1. **DELIVERY REQUIREMENTS:** Delivery of all equipment to the three locations on this order shall be completed within the number of days bid, as shown on the purchase order. Shipping terms will be FOB Destination, Freight Prepaid.
2. **ACCEPTANCE:** All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt. Payment will be made after receipt and acceptance have occurred.
3. **WARRANTY:** The manufacturer's standard warranty shall be included with bid response.